UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS
THE JOHN JOSEPH MOAKLEY U.S. COURTHOUSE
1 COURTHOUSE WAY – SUITE 2300
BOSTON, MA 02210

Helen Cameron,
Plaintiff

07 CA 12182 WGY

V.

Civil Action No.

City of Boston,
Boston Public Schools Department/Boston School Committee
Ray Shurtleff, Director, Office of Human Resources
Eddie Neal, Staff Assignment Specialist, Office of Human Resources
Defendant(s)

MAGISTRATE JUDGE Alexander

COMPLAINT AND JURY DEMAND
AND
COMPLAINT FOR JUDICIAL REVIEW OF ADMINISTRATIVE DECISION

1. Helen Cameron, the Plaintiff in this action, seeks to remedy the misconduct of certain persons employed by the individual defendant corporation, City of Boston, Public Schools Department, Office of Human Resources, including without limitation, their discriminatory and disparate treatment of a public schools employee in breach of existing state and federal employment laws, statutes and regulations, and a duly ratified contract; their breach of their fiduciary and other duties and responsibilities as employees, officers, managers, and directors of the defendant corporation; their failure and/or refusal to arbitrate, re-hire, re-call, and/or re-assign Plaintiff to her former position; their failure to maintain accurate personnel records; their unlawful withholding of Plaintiff's earned salary and benefits when due and payable.

Certain claims herein are brought directly on behalf of the Plaintiff. Plaintiff is also asserting state-law claims in this case and Plaintiff contends that such claims are independent and subject to plenary trial, not judicial review.

The Plaintiff alleges that the Defendant City of Boston Public Schools, Office of Human Resources Director, and others, utilized and maintained discriminatory employment policies and practices against her on account of her race, color, ethnicity, age, gender, and disability and retaliated against

her for exercising her rights under state of Massachusetts General Laws Chapters 71, 149, 150E, 151B, 152, and other state and federal laws without limitations. Plaintiff also asserts that this case involves claims under Title VII, Title I, Title XXVIII, and Title III, including without limitations, the Equal Pay Act, ADEA, ADA, FMLA, SNLA, FLSA, and other federal laws and statutes, including, the Employee Retirement Income Security Act (ERISA), 29 U.S.C. ss 1001-1461; and Plaintiff seeks to invoke 29 U.S.C. ss 1132, under which this claim or action may be brought by a beneficiary to recover benefits due and to enforce her rights under the terms of her employee benefit plan with Defendant City of Boston. It is also asserted that this court has jurisdiction under a provision of the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. ss 1161 et seq. (COBRA).

2. In addition, Plaintiff seeks judicial review of the Defendants' actions, without limitations, in regard to the lay-off and dismissal of Plaintiff, a professional employee, and involuntary reassignment to an entry level position for which Plaintiff had no training or experience; unlawful and incorrect salary reduction, incorrect seniority assessment, unlawful demotion and reclassification immediately prior to Plaintiff's retirement eligibility date; two unlawful layoffs and employment terminations within approximately 8 months time; denial of prepaid and other benefits, such as professional development opportunities and prepaid legal; violation of constitutional due process rights and abuse of process; fraud, threats, humiliation and intimidation; slander and libel; intentional infliction of emotional distress and loss of consortium; and failure to make adequate lawful payment of salary and benefits when due and payable. Said issues on judicial review were filed in a complaint with the EEOC. A copy of the Plaintiff's Right to Sue letter from the EEOC is attached hereto.

PARTIES

3. Helen Cameron is the Plaintiff in this action. Plaintiff resides in the City of Boston, Suffolk County, Massachusetts. Her mailing address is P.O. Box 260672, Boston, MA 02126. Plaintiff was born in the year of our Lord 1946 and is over the age of 40. Plaintiff is an African American black colored female of Protestant ethnicity with geographic origin in the southern United States "Bible Belt". Plaintiff believes in fairness and equity for all people.

The Plaintiff herein restates that she is the victim of discrimination on the basis of her age, race, color, ethnicity, disability and gender. Plaintiff further restates that the Defendants named herein violated the provisions of Massachusetts General Laws, chapter 151B, ADEA, and Title VII of the Civil Rights' Act, and other laws which govern employment discrimination, without limitation.

4. The Plaintiff holds a Master's degree in Secondary Education plus 30+ graduate credits. Also, Plaintiff is a licensed Professional Teacher, licensed Professional Guidance Counselor, and she holds two School Administrator licenses, Assistant Principal and Principal, Middle and High School levels.

5. The defendant City of Boston is a city government corporation with its principal address at City Hall Plaza, Boston, Massachusetts. On knowledge and belief, the Defendant City of Boston receives monetary funds from the U.S. government to be used to support desegregation, diversity, and fair labor and employment practices in Boston Public Schools. The defendant corporation is under U.S. District Court ordered school desegregation and is mandated to follow Court ordered and Court approved Affirmative Action guidelines.

6. The Defendant City of Boston has a duly constituted and existing school committee. It is one of the policymaking bodies for the Boston Public Schools. Its' address is 26 Court Street, Boston, Suffolk County, Massachusetts.

7. The Defendant Ray Shurtleff served as the Director of the Boston Public Schools Department of Human Resources. On information and belief, at all relevant times, personnel decisions were controlled by Defendant Director Ray Shurtleff and his successors. On knowledge and belief, Director Ray Shurtleff simultaneously performed two paid roles for the Defendant City of Boston in conflict of interest.

It should be noted that appropriate licensure is required for salaried employment in public schools in the city of Boston under Massachusetts state laws, regulations, and statutes and elsewhere in the United States under the federal No Child Left Behind Act as well. It is also believed that Defendant Director Ray Shurtleff had no certification or licensure for the position of Public School Director of Human Resources. The Office of the Boston Public Schools Director of Human Resources is located at 26 Court Street, Boston, Suffolk County, Massachusetts.

8. The defendant Eddie Neal served as Staffing and Senior Assignment Specialist in the Boston Public Schools Office of Human Resources. On information and belief, at all relevant times, Eddie Neal aided Ray Shurtleff in implementing decisions that affected certain Boston Public Schools' personnel. On information and belief, Eddie Neal may have received monetary awards in the form of bonuses or kickbacks for aiding and abetting the implementation of discriminatory personnel practices on retirement eligible personnel and others, including without limitation, Plaintiff, older, black, female, and Hispanic personnel. It should be noted that appropriate licensure is required for salaried employment in public schools in the city of Boston under Massachusetts state laws, regulations, and statutes and elsewhere in the United States under the federal No Child Left Behind Act as well. It is also believed that Defendant Eddie Neal had no certification or licensure for supervising teachers. The Office of the Boston Public Schools Staff and Senior Assignment Specialist is located at 26 Court Street, Boston, Suffolk County, Massachusetts.

9. In the Spring of 1995, Plaintiff was assigned in an acting capacity to a Group II Promotion rated position which was a supervisory position traditionally held by some Guidance Counselors. Part of her responsibility was to assist with developing school policy and curriculum objectives, coordinate guidance and student support services, and supervise all support personnel. In the spring of 1998, the position was "open posted" by the Principal who had appointed Plaintiff to serve in that capacity. There were approximately 8 - 10 applicants, Plaintiff included.

In late summer, 1998, during the qualifying screening process, it was determined that the composition of the Screening Committee charged with interviewing the candidates for the position was inconsistent with contractual guidelines. On notice of this fact, Plaintiff exercised her contractual rights and declined to be interviewed by that Committee.

Subsequent to filing a verbal grievance, Plaintiff was allowed to interview and rate for the position with the agent of the Zone Superintendent. After the interview, it was determined that Plaintiff's qualifications rated higher than all the other candidates and she was re-appointed for the third time to that supervisory position.

Later in the fall of 1998, Plaintiff agreed to transfer to another school in the District to replace the guidance counselor who had passed away the summer before. The transfer was with the required written approval of the Superintendent of Schools. The Collective Bargaining Agreement in effect that year guaranteed no loss of seniority or tenure due to the transfer.

At the end of the 1998 - 1999 school year, after 3+ years of service in that position, Plaintiff was granted in writing permanent (tenure) status as a guidance counselor pursuant to Massachusetts General Laws Chapter 71 section 41, par. 3. For the next 4 consecutive years, Plaintiff was paid on the appropriate contracted Group II salary schedule.

At the end of December 2002, Plaintiff's salary was calculated at maximum years, masters' plus 30, or $72,466.00 per year. However, in June, 2003, Plaintiff's paychecks began to reflect an incorrect incremental salary reduction. Her salary was reduced from approximately $72,466.00 per year in December, 2002, down to approximately $59,500.00 in December, 2003. Plaintiff filed a grievance with the superintendent of schools who forwarded the grievance to the Boston Teachers' Union for arbitration.

The Boston Teachers' Union Representative declined to assist in arguing the grievance, but rather, referred PLaintiff to The Office of Human Resources. While there, Plaintiff was told that she was now an Acting Group I guidance counselor, not a Permanent Group II Guidance Counselor anymore. Her tenure and permanent status had been rescinded and her name was removed from the Guidance Counselor Seniority List which List was used to determine layoffs, promotions, etc. However, the contracted Acting differential rate of approximately $48.90 per day was not factored into the pay periods and there was no accounting for the required career award in the amount of $1,500.00.

The whole dollar amount owed to Plaintiff can be calculated as follows:
The total amount owed for unlawful reduction in salary in 2003: $15,960.00;
The total amount owed for unlawful withholding of acting rates in 2003: $8,802.00;
The total amount owed for unlawful withholding of career award in 2003: $1,500.00;
The total amount owed for the year 2003 in unpaid salary and, benefits and wages is $26,260.00.

Plaintiff alleges that these are discriminatory actions that constitute unlawful demotion and unfair salary reduction based on race, color, age, gender, and ethnicity. Case in point, a younger Caucasian female, of northern ethnicity who was later hired to replace Plaintiff after Plaintiff transferred in 1998, was paid at Group II salary rates together with all the other related benefits even though she held no credentials for that position comparable to Plaintiff's.

10. On May 28, 2003, subsequent to the unlawful rescission of Plaintiff's tenure in Guidance Counseling, and subsequent to the unlawful reduction in salary, Plaintiff was served with a Notice of Layoff and a Notice of Intent to Terminate. The reasons for both the layoff and the

termination were stated as being "lack of sufficient funds to maintain the present organization." However, a Caucasian guidance counselor with less seniority than Plaintiff was retained in his position as guidance counselor at Plaintiff's assigned school and Caucasian personnel were hired and allowed to teach out of their areas of certification and in certification areas where Plaintiff is certified and entitled to "bump" them.

During the summer, 2003, Plaintiff received no information about the layoff or termination and was told by phone to return to her assigned school on September 2, 2003. On September 10, 2003, the school secretary handed Plaintiff a computer printout of her personnel status which indicated status terminated as of August 23, 2003. 8 days before the Notice date.

It is a well-known fact in education that a layoff and or dismissal of teachers with professional teacher status (PTS) is in violation of Massachusetts General Laws, Chapter 71, section 42 which statute entitles teachers with PTS the right to "bump" any teacher with less seniority in areas where s/he (senior teacher) is currently certified. Plaintiff held certification in another position that was budgeted for and she made application to Human Resources for assignment to that position in lieu of layoff. The position was vacant so there was no need for bumping anyone. However, Human Resources denied Plaintiff's request for the alternative assignment and unlawfully terminated her employment instead. Plaintiff filed a grievance with the Office of Equity, the Boston Teachers' Union, and the Office of Human Resources. Not one of the agencies responded to her grievance claiming to be overwhelmed with grievances.

In October, 2003, the layoff was rescinded and Plaintiff was reinstated to her guidance counselor position, but with the incorrect Group I status unchanged and with no reinstatement of her name on the seniority list for guidance counselors.

Although Plaintiff was reassigned in October, 2003, she received no adequate pay until about January, 2004. The composite paycheck she received was retroactive to September, 2003 and was incorrect.

In @ March, 2004, Plaintiff received yet another Notice of layoff and Intent to Excess her position. At this time the Headmaster at her assigned school offered her the position of Assistant Headmaster for which she is certified. Plaintiff accepted the offer and began to prepare to take over the office of the retiring Assistant Headmaster. However, in June, 2004, Plaintiff received another Notice of layoff. Again, Plaintiff filed a grievance of the layoff notice on the grounds that there was a vacant position for which she was certified and for which she had been nominated. Plaintiff had also filed a formal request for assignment to that position in lieu of layoff.

On August 31, 2004, Plaintiff went to the Office of Human Resources to pick up a copy of her position assignment. The printout indicated no change in assignment. Again on September 7, 2004, the opening day of school for staff, Plaintiff went to the Office of Human Resources for a printout of her assignment and personnel status. The printout indicated no change in assignment or status. Each day thereafter, Plaintiff continued to sign-in as a guidance counselor at Charlestown High School. However, on October 7, 2004, Plaintiff was approached by two Boston Public Schools process servers who handed her an affidavit and insisted she sign the receipt. Because students were looking on, Plaintiff was extremely embarrassed and intimidated so she hurriedly signed it. Afterwards, Plaintiff realized it was a notice of an investigatory meeting scheduled for the next day, Oct. 8. The reason for the meeting was stated as "for failure to obey a directive of the Chief Operating Officer" an allegation of which Plaintiff had no knowledge.

Plaintiff immediately penned a return request for a rescheduled meeting. On October 8, Plaintiff was again served by the same officers with a notice of re-scheduled meeting and a letter directing her to report to a different school for her assignment. The different school was Clap Elementary school to which Plaintiff was allegedly assigned with no prior notice of assignment, no opportunity to review the assignment per contract provisions, and for which Plaintiff had no training or teaching experience.

The above discriminatory actions taken by the Defendants were carried out without Plaintiff's knowledge and consent and improperly without notice or opportunity for hearing in denial of constitutional due process. Plaintiff re-alleges that the actions were willful discrimination and intimidation designed to cause her undue stress, to force her to resign from a substantive salary, and to unlawfully deny her the benefits and prestige afforded to an administrative office holder. Plaintiff also believes the actions reflect age, race, ethnic, and female gender prejudices.

Plaintiff filed with the Boston Public Schools Office of Human Resources several requests for payment of her salary to no avail. She has requested restoration of her tenure and permanent status to no avail. She has requested assignment to numerous positions for which she is certified in lieu of layoff, positions that are vacant and for which there are budget allocations, to no avail.

COUNT I

Demand for Reversal of Administrative Decision made in Error and Request for Judicial Review

10. On October 12, 2004, the herein Plaintiff filed a Complaint for Discrimination. Said complaint was dually filed with the Massachusetts Commission Against Discrimination (MCAD)

and the Equal Employment Opportunities Commission (EEOC). The particulars outlined in the initial charge dated October 12, 2004 are incorporated, attached, and made part herein.

Said complaint was amended several times to include clarifying statements and medical records requested by MCAD in support of Plaintiff's claimed disability.

Also on October 12, 2004, the herein Defendants were served with a verified complaint and notice of the requirements and consequences of a failure to answer. More than 21 days had passed since the date of that notice but yet, the Respondents filed no Position Statement, no Motion for Extension of Time to File a Position Statement, and no Motion for More Definite Statement pursuant to 804 Commonwealth of Massachusetts Regulations (CMR)1.13(6). Although the Defendants (or their designees) made no appearance, no request for extension of time to file a Position Statement, nor brought any counter-proceedings, MCAD automatically granted them 21 days extension of time to respond. After the expiration of the 21-day extension of time to respond, the Defendants still failed to file their Position Statements and, finally on December 16, 2004, the Defendants served their Position Statement on the Plaintiff more than 65 days later. Under 804 CMR, Defendants are allowed one 21-day extension of time (42 days total) to file their Position Statement prior to the imposition of MCAD sanctions. Sanctions were not imposed.

Once filed, the Position Statement: 1) was unsigned by the named Defendants and contained responses from their attorney only, none from the named Defendants; 2) was vaguely written in the form of a brief; 3) was unresponsive to several of the material allegations outlined in the particulars or to the claims raised in the Complaint; 4) offered no lawful defense to the charges; and 5) was attested to by a person who had no knowledge of the actions complained of in the matter.

In addition, the attorney for the Defendants did not file an appearance with the MCAD until the day of the Investigative Conference which delay inhibited Plaintiff's attempts to settle the matter through arbitration. And, during the 90-day stay imposed on the Plaintiff by the MCAD, the Defendants continued to take damaging, discriminatory, and retaliatory actions against the Plaintiff.

Finally, on or about July 7, 2005, after receiving a second Notice of Consequences from the MCAD for failure to file a Position Statement, the attorney for the Respondents requested relief (in part) in the form of additional time to file their Position Statements. The attorney for the Respondents chose July 1, 2005 as the date of receipt of service of the Complaint and a due date of July 22, 2005 for the filing of their Position Statement. The attorney for the Respondents also requested 14 additional days extension of time to file which would calculate the due date of their Position Statements to August 5, 2005, almost a year later.

To date, the Defendants have failed to file and/or serve a proper Position Statement, have taken no proceedings herein to resolve or settle this Complaint, nor have the Defendants completely denied the allegations of the Plaintiff in her original Complaint.

Such omissions and delays are in violation of 804 CMR and afford lost, stolen, and/or altered documents. Defendants' failure to comply with 804CMR regarding the requirement for timely filing of a Position Statement denied fairness to the Plaintiff and provided no consideration for a time-sensitive case. Plaintiff spent more than 100 days of a 300-day statute of limitation trying to get a qualified Position Statement from the Defendants. In addition, Plaintiff was allowed only about 30 days to offer a Rebuttal to Defendants' Position Statement and to present supporting documents at a pre-scheduled Investigative Conference. Defendants showed a willful disregard for the administrative authority of the MCAD and EEOC, for the integrity of the investigatory proceeding, and for the damages they caused the Plaintiff.

In addition, Defendants were allowed to choose their MCAD Investigator, refused to consent to conciliation, refused to reinstate Plaintiff to her original employment or respond to Plaintiff's application for different positions of employment for which she was qualified, and, from October, 2004 to present, the herein Defendants have initiated several retaliatory responses against the Plaintiff for filing the complaint.

Plaintiff was damaged by all of the above actions.

COUNT II

Equal Pay Act Violations, Employee Retirement Income Security Act Violations, Breach of Contract, Conflict of Interest, Racketeering/Illegal Kickbacks, Gender Discrimination, Abuse of Process, Violations of the Fair Labor Standards Act

11. Beginning in 1979, Plaintiff was employed by Defendant City of Boston, Public Schools Department under a unionized Collective Bargaining Contract Agreement (hereinafter CBA) which has its basis in and is subject to state and federal laws, statutes, and regulations and ratified at 3 year intervals. The CBA provides for voluntary arbitration of grievances and a seniority provision. Under said CBA, all salaried employees, including teachers, guidance counselors, administrators, and certain other employees are covered by terms and conditions of the relevant CBA and are paid on specifically categorized salary schedules. Each schedule categorically reflects the appropriate salary lane and salary step based on the position held, creditable years of service, and college credits.

12. In September, 1999, Plaintiff was assigned to the City of Boston Charlestown High School as a salaried professional Group II (administrative) Guidance and College Admissions Counselor after serving 3 consecutive years of Group II tenure tracking at the R.G. Shaw Middle School, 1996 – 1998, and at the C.R. Edwards Middle School, 1998 – 1999. Under the applicable CBA dated 1994 – 1997 and state laws, promotion rating after position posting plus three consecutive years of service in the position of Guidance Counselor qualified the Plaintiff for the employee classification of "permanent" professional status in that position and entitlement to assignment to the administrators' union and its corresponding salary schedule.

It is noteworthy that Guidance Counselors earn significantly more in salaries and benefits than regular teachers. Guidance Counselor positions in Boston Public Schools are highly coveted positions traditionally held by Caucasian personnel. When Plaintiff was first assigned, it was uncommon for persons of color to hold such a position.

13. Each year, Plaintiff moved consistently higher up the career ladder in the field of Education. However, continuing since @ May, 2003, Plaintiff became the target of unfair employment and hiring practices perpetrated by certain individuals employed in the Office of Human Resources and at Charlestown High School. In 2003 and thereafter, Plaintiff filed with the Boston Public Schools Office of Human Resources, (hereinafter HR) pursuant to the CBA, notices of grievances regarding the unlawful and incorrect salary reduction, incorrect seniority assessment, unlawful demotion, two unlawful layoffs and employment terminations within @ 8 months time, denial of benefits, violation of due process rights, denial of recall rights, unlawful involuntary and negligent reassignment, and failure to make adequate lawful payment of salary and benefits when due, among other things, without limitation, in violation of MGL Chapter 151B and other federal and state laws and regulations.

14. In the first instance, in effort to help resolve the matter(s), Plaintiff was referred by the union to HR, herein Defendant Mr. Eddie Neal, Staffing Specialist who worked with herein Defendant Mr. Ray Shurtleff, Director of Human Resources (hereinafter HR, Mr. Neal, Mr. Shurtleff). At that time, June, 2003, Mr. Shurtleff had written a letter to Plaintiff informing her of a downgrade he had made in her contracted salary rate and in her employment status from permanent Group II (supervisory) Guidance Counselor to acting Group I (non-supervisory) Guidance Counselor with no consideration for the contracted acting differential rate of pay and no prior notice. The reasons he gave for the demotion were stated as 1) no such position after

1978, and 2) position was never posted. On knowledge and belief, both reasons were based on research of personnel records done by Mr. Neal retroactive to seven years prior. Because Plaintiff knew both reasons were based on inaccurate, incomplete and/or non-existent data, a grievance was filed. There were Group II Guidance Counselors on payroll who had been assigned after 1978 and during 2003.

COUNT III

Equal Pay ACT, Due Process, and FLSA Violations

15. At the end of December 2002, Plaintiff's salary as a school guidance counselor was calculated correctly consistent with her rank, which was Masters' degree, plus 30 graduate credits, plus career award @ 19 years. However, in June, 2003, Plaintiff's paychecks began to reflect an incorrect incremental salary reduction subsequent to an unlawful rescission of her permanent Guidance Counselor status. Such an unlawful change in status served to negate Plaintiff's seniority and downgrade eligible pension benefits, among other things. In the letter, dated May 6, 2003, Mr. Shurtleff stated that the change became effective May 5, 2003.

It should be noted that, on knowledge and belief, Mr. Shurtleff was not Director of HR nor was Mr. Neal the HR Staffing Assignment Specialist in 1996 when Plaintiff was appointed to the position of Group II Guidance Counselor. HR policies were not the same then as in '03.

The incorrect acting status caused Plaintiff to be paid less than her counterparts and caused her name to be deleted from the Seniority List for Guidance Counselors, a List used to determine excess personnel, layoffs, transfers, promotions, etc., and to be placed on the Layoff List for Guidance Counselors instead. In addition, Mr. Shurtleff violated CBA and Mass General Laws by "undoing" an administrative assignment that occurred in good faith 7 years prior.
Mr. Neal had no right to review seven years of Plaintiff's personnel file without her knowledge and consent or Mr. Shurtleff to change her personnel status without providing her with notice and opportunity for a hearing to be conducted by the Superintendent of Schools.

COUNT IV

Conflict of Interest

16. Also, on knowledge and belief, Mr. Shurtleff held two potentially conflicting City of Boston jobs at the same time and used his positions to gain special monetary bonuses offered to certain HR staff, including Mr. Neal, for effectively imposing unlawful pension reductions on retirement eligible employees and for payroll and staff reductions, whether or not lawful.

A grievance was filed by Plaintiff and served on the Superintendent of Schools who erroneously forwarded it to the Boston Teachers Union. The Boston Teachers Union handles no individual grievances or grievances for "professional" staff.

COUNT V

Breach of Contract, Age and Gender Discrimination, Violation of Due Process, Unlawful Withholding of Salary Earned

17. In @ June, 2003, after receipt of two layoff notices which were to be effective August 31, 2003, the Headmaster at Charlestown High, Plaintiff's assigned school, offered Plaintiff the position of Assistant Headmaster consistent with statutory requirements in lieu of layoff. Plaintiff accepted the offer. However, in September, 2003, when Plaintiff returned to work at Charlestown High School on the opening day of school for staff, Mr. Neal and Mr. Shurtleff had assigned a black male, who was younger than Plaintiff, had less seniority than Plaintiff and not at risk of layoff, to the Assistant Headmaster position that the Headmaster had already offered to Plaintiff. The newly assignedAssistant Headmaster was paid according to the appropriate salary schedule. The only other black Guidance Counselor had also received a layoff notice and was reassigned to a position for which he held no license. He too was paid on the appropriate salary schedule. Neither position had been posted.

Plaintiff was reassigned by the Headmaster to her original position as Guidance Counselor but she later learned that her name had been removed from the staff sign-in sheet and termination of her employment had been entered on the payroll record per Mr. Shurtleff's directive as of August 23, 2003, 8 days before the effective August 31st date stated in the layoff notices Plaintiff received.

Plaintiff notified the Superintendent of Schools of the unchanged status and the unlawful layoff(s) and termination, etc. and in October, '03, the layoff notices were rescinded and Plaintiff was officially reassigned to her original Guidance Counselor position. But, for the next three months or so, Plaintiff reported to work each day but received no paychecks until approximately January, 2004 retroactive to September, 2003. The composite paycheck she finally received was an incorrect dollar amount inconsistent with the required salary schedule for acting Guidance Counselor positions. This deliberate withholding of Plaintiff's salary caused Plaintiff's income for the year 2003 to be dramatically reduced and thereby reduced Plaintiff's potential retirement benefits as well.

It should be noted that under state law, only the Superintendent can layoff or demote a professional employee, and only after opportunity for hearing. Months later, Plaintiff learned that although the layoff(s) had been rescinded by the superintendent, HR failed to update the personnel record and Plaintiff's employment status had not been corrected. Plaintiff's name was still not on the Seniority List for Guidance Counselors, she was deemed ineligible for transfer to more favorable positions for which she was qualified, her health care benefits remained cancelled and she was required to pay out of pocket for health care; her potential retirement pension was reduced by approximately 50% and she was no longer qualified for the "Special" program of retirement benefits had she applied. Again, Plaintiff filed a grievance and Mr. Shurtleff agreed to "review" the error-filled Seniority List he had compiled.

COUNT VI

Discrimination Based on Gender and Ethnicity, Violation of Lawful Budget Allocations

18. In about February, 2004, the upcoming fiscal budget was presented to staff at Charlestown High School for a vote. All (3) regular education Guidance Counselor positions, required by contract, had been written out of the budget. The only position remaining funded was the Bilingual Guidance Counselor position which rendered approximately 1200 regular education high school students of color without a Guidance Counselor.

Guidance Counselor positions are required at high schools if the high school is to retain its accreditation which, accreditation Charlestown High School had recently attained due in part, to Plaintiff's hard work.

Plaintiff complained to the Headmaster about the inequity and she proposed a lawful method of consolidation of positions to be filled by staff holding more than one license. Plaintiff offered to assume a dual role as Assistant Headmaster with responsibility for guidance services as well, an arrangement similar to the arrangement afforded the black male Assistant Headmaster referred to above.

The Headmaster agreed and advised Plaintiff to be sure HR had copies of her credentials and they (HR) would be required to make the assignment because HR had the diversity, layoff, and other pertinent employee data. Plaintiff took his advice and applied for the position.

COUNT VII

Fraud, Abuse of Process, Misrepresentation of Facts, Failure to Maintain Accurate Personnel Records, Contempt of Court Ordered Desegregation and Court Approved Affirmative Action Guidelines, Equal Pay Act Violations, Negligent Intentional Infliction of Emotional Distress/Disability, Race, Age, and Gender Discrimination

19. The superintendent forwarded a letter stating that there were no budget constraints at the high schools, therefore, no requirement for layoffs at the high school level. In @ April, '04, Plaintiff was given notice of the School Department's acceptance of Charlestown High School's fiscal '05 budget. The inequities had been corrected and funds were allocated for 4 guidance counselor positions, 2 more than previously. Yet, Plaintiff was served by Defendant with a notice of "excessed" position for budgetary constraints and again ahead of staff with no certification and less seniority than Plaintiff.

Plaintiff requested official copies of her personnel file from HR records management, a department controlled by Defendant Mr. Shurtleff. The record Plaintiff received was flawed by omissions, deletions, errors, and insertions made out of dated sequence. Most of the filings of her qualifications, including required certificates, start dates, evaluations, creditable outside service, prior layoffs, etc. were not included in the record summary and relevant data dated back only 3 years.

Failure to retain and maintain accurate employee personnel records for specified time is a violation of state law.

Also, under state and federal law, all salaried personnel working for a public school, including BPS, must be licensed by the Department of Education for the positions they hold in order to retain such positions.

The herein Defendant Mr. Shurtleff, aided and abetted by Mr. Neal, used unfair assignment practices which constructively blocked Plaintiff's economic progress, upward mobility, and all probability of retention as an employee with BPS. By assigning Plaintiff to a position for which she was not qualified or trained, defendant was able to justify non-retention of Plaintiff as an employee and served Plaintiff with a series of layoff notices. However, the herein Defendant Mr. Shurtleff who was also responsible for administration of personnel records, failed and or refused to record the layoffs in Plaintiff's personnel file. The omission caused Plaintiff to be denied recall and reassignment rights, seniority accrual, early retirement with maximum benefits, and other benefits afforded to Caucasian and male personnel. These unfair labor practices, without limitation, of involuntary assignment, layoff, and denial of recall rights were imposed on the herein Plaintiff in years 2003 and 2004 as well.

20. In @ June '04, Plaintiff received two more notices of layoff intent "for budget constraints". The Headmaster at Charlestown High School (again) offered her the position of (Interim) Acting Assistant Headmaster. On knowledge and belief, the entire school faculty was made aware of the offer and some were jealous; after all they called themselves "The Townies" and Plaintiff was not a "Townie". Nevertheless, Plaintiff accepted the nomination and on and before August

31, 2004, the date the layoffwas to take effect, she again filed the required paperwork requesting assignment to that position together with additional copies of the required licenses with both the Headmaster and with HR in lieu of layoff.

On knowledge and belief, on or about August 31, 2004, the date the "new" layoff was to take effect, Mr. Shurtleff retired from Boston Public Schools obviously without spending the additional effort necessary to cleanup the errors he had made regarding Plaintiff's personnel status although he previously consented to do so. There was now a new HR Director and, on knowledge and belief, Defendant Mr. Neal was solely in control of staff assignments and placement of staff on the appropriate salary schedule.

In September, 2004, the opening day of school for staff, Plaintiff went to HR to pick up her assignment. The print-out she received indicated no change in assignment. Defendant Mr. Neal was now the new Senior Assignment Specialist and had replaced the former Senior Assignment Specialist with whom Plaintiff had been in contact regarding assignment to the Assistant Headmaster position. One of the former records managers had also moved on. No one in HR seemed familiar with Plaintiff's employment issues except Mr. Neal who himself was partly responsible for the disparate and discriminatory treatment perpetrated in the demotion and series of layoff notices that followed and he, Plaintiff was told, was on vacation.

Also in September, 2004 and thereafter, it was apparent that Defendant Mr. Neal had made and/or approved many personnel changes including assigning new staff with less seniority for the Guidance Counselor positions at Charlestown High School. The positions had not been posted although, to her detriment, Plaintiff had been demoted from her position for "lack of posting". The Chinese Bilingual Guidance Counselor of similar ethnicity as the Headmaster of the School, had less seniority than Plaintiff but was not threatened with a layoff; instead he was given the full time regular education supervisory Guidance Counselor position; the same position Plaintiff had held for 5 years prior, and unlike Plaintiff, he was paid on the appropriate salary schedule. It was said that he was retained for his bilingual skills (although there was no formal bilingual program at Charlestown High School nor was that a bonafide occupational qualification for a regular education position).

A Caucasian female requested assignment to the Assistant Headmaster position for which Plaintiff had applied and she was given the role, the office, and an esoteric administrator title, although she held no administrator license nor was she on impending layoff from her former position. She too was paid on the appropriate salary schedule.

Ten or more of the thirteen administrative positions at Charlestown High School had been filled by reassigned Caucasian personnel, none with credentials or seniority equal to Plaintiff's.

23. Mr. Neal was never identified as Plaintiff's supervisor of record and on knowledge and belief, the Headmaster, who had assigned Plaintiff's responsibilities each school year for 5 consecutive years according to the law, was her immediate supervisor and as such, responsible for Plaintiff's assignment on the site for which he was responsible.

COUNT IX

Threats, Harassment, Intimidation, Unlawful Demotion and Salary Reduction, Denial of Due Process, Breach of Contract, Negligence and Intentional Infliction of Emotional Distress, Discrimination on
Account of Race, Age, Disability, Gender, Color, Embezzlement/Racketeering/Unlawful Kickbacks

24. Approximately that same afternoon, Defendant Mr. Neal contacted Plaintiff's phone-messenger and left intimidating messages in regard to changes he made to Plaintiff's employment assignment in addition to the changes that had been made by the Defendant Mr. Shurtleff (outlined above).

Defendant Mr. Neal changed Plaintiff's assignment from High School Guidance and College Admissions Counselor to Elementary School 1st year Provisional Reading teacher with zero years of seniority, no "bumping" rights and without her required consent. Plaintiff had no teaching experience or training in elementary education and she would have been required to retrain by the end of the 2005 school year in order to retain the position if she had agreed to accept it. In addition, Plaintiff would have been required to accept more responsibility, undergo stricter evaluations, teach more subjects for which she was unlicensed and inexperienced, and all for less pay. Plaintiff had no prior notice of the change and, at that point in time, the change was a violation of Plaintiff's 16-year contractual attachment rights to Charlestown High School.

Plaintiff alleges that this change was summarily intentional constructive discharge because Plaintiff was involuntarily assigned to a position for which she was not currently qualified or able to perform due to her lack of training in the area of elementary education, lack of notice of a change in qualifications, and her newly diagnosed disability.

Plaintiff had not requested a change in placement, nor had she consented to a change in placement. Plaintiff alleges that Defendant, Mr. Neal discriminated against her in this instance because of her color, gender, geographic origin, and age and in bad faith to receive a monetary bonus and to personally "outrank" a black woman.

The involuntary reassignment of the Plaintiff from High School to elementary school when Plaintiff was 58 years old is considered negligence by the Department of Education. Such an assignment placed the students and the Plaintiff at risk.

Under state and federal law, all salaried personnel working for a public school, including BPS, must be trained and licensed by the Department of Education for the positions they hold in order to retain such positions. This involuntary reassignment constitutes a demotion carried out without statutory protections in violation of notice and hearing provisions of the contract and the Annotated Laws of Massachusetts, Chapter 71, ss 42A.

It is noteworthy that Guidance Counselors earn significantly more in salaries and benefits than regular teachers. The herein Defendants Mr. Shurtleff and Mr. Neal used unfair assignment practices which constructively blocked Plaintiff's economic progress, upward mobility, and all probability of retention as an employee with Boston Public Schools. By assigning Plaintiff to a position for which she was not qualified, defendant was able to justify non-retention of Plaintiff as an employee and justify a layoff.

To the detriment of the Plaintiff, the herein Defendant Mr. Shurtleff who was also responsible for administration of personnel records, failed and or refused to record the layoff in Plaintiff's personnel records which omission caused Plaintiff to be denied recall and reassignment rights, seniority accrual, early retirement with maximum benefits, and other benefits afforded to certain Caucasian, younger, and male personnel. These same unfair labor practices, without limitation, of involuntary assignment, layoff, and denial of recall rights were imposed on the herein Plaintiff in years 2003 and 2004 and they have continued in the form of ongoing retaliatory actions since then.

COUNT X

Fraud, Libel/Slander, Humiliation, Threats, Assault and Intimidation

25. Defendant Mr. Neal placed unreasonable demands on Plaintiff that were not placed on other employees in terms of required qualifications and he threatened to bring unfavorably contrived personnel actions against Plaintiff if she failed to accept the changes he made.
26. On October 7, 2004, Plaintiff was called away from her assigned cafeteria duty and confronted in the school corridor by two male school police officers who surrounded her in an intimidating bodily stance that forced her to face a wall. Students looked on. One of the officers insisted plaintiff sign for a document originated by Mr. Neal and signed by Mr. Shurtleff's successor which turned out to be a notice of an Investigatory Meeting scheduled for the next

day, October 8, to be held at the Court Street Office of Labor Relations. The charge: alleged insubordination for failure to obey orders.

Plaintiff penned a response letter requesting a rescheduled meeting to give her time to contact the union for representation per CBA. On Oct. 8, the same two officers returned to Plaintiff's assigned site and served her with two letters this time. One was a rescheduling of the Investigatory Meeting at Plaintiff's request, the other was a letter signed by the successor to Mr. Shurtleff. The letter was dated October 7, 2004 demanding that Plaintiff report to the Clap Elementary School assignment immediately.

Plaintiff alleges herein that the letter was dated Oct. 7 and served on Oct. 8 in effort to fraudulently give the false impression that Plaintiff had (written) prior knowledge of the elementary school assignment as of Oct. 7 and returned to Charlestown High School on Oct. 8 in defiance and thereby supporting their claim of insubordination.

COUNT XI

Demand for Reversal of Administrative Decision made in Error and Request for Judicial Review

27. On or before Oct. 11, 2004, plaintiff received a note from the union informing her that no further assistance could be offered. On knowledge and belief, Professional employees are not included under a section of Chapter 150E, the section of Massachusetts General Laws that governs union activities and assignments of licensed Professional employees. Under said law, Managerial staff are not public school employees per se and, as such, grievances against them must be handled differently from other salaried public school staff. In addition, non-public school employees cannot manage or supervise public school professional teachers and/or professional Guidance Counselors as Defendants Mr. Shurtleff and Mr. Neal assumed. (A butcher may be able to cut meat but that doesn't make him a surgeon.) For these reasons, Defendants Mr. Shurtleff and Mr. Neal stepped out of their respective jurisdictions as managers in making such a change in Plaintiff's program and assignment and, by law, such decisions must be reversed.

28. On Oct. 12, 2004, Plaintiff filed a complaint with MCAD. Plaintiff chose the MCAD because, on knowledge and belief, MCAD is the deferral agency for all other administrative agencies, including the Attorney General, EEOC, the Labor Department, and others. The Complaint named the City of Boston Public Schools, Office of Human Resources, Mr. Eddie Neal, Staffing Assistant, and Mr. Ray Shurtleff, Human Resources Director as the persons who discriminated against her.

A Right to Sue letter is attached to this complaint.

COUNT XII

Libel/Slander and Misrepresentation of Facts, Disability Discrimination and Violation of Family Medical Leave Act, Unlawful Withholding of Wages Earned, Denial of Earned Benefits, Denial of Constitutional Right to be Heard

28. The Defendants rescheduled the Investigatory Meeting referred to in paragraph above to October 18, 2004. It was made clear to Plaintiff that this meeting was not a Hearing. At the Meeting, Plaintiff demanded to know the names of the persons who made the allegation of insubordination against her. One of the names given to Plaintiff was "Eddie Neal". Labor Relations informed Plaintiff that Mr. Neal had accused her of "snubbing" the HR Director by not accepting the elementary school assignment. After the Meeting, Plaintiff filed a copy of her denial of the allegation with the Office of Labor Relations and with HR clerk. Plaintiff later tried to contact Mr. Shurtleff's successor by telephone to explain the reason she had filed a grievance and to seek her help in resolving the snowball effect of one mistake made by the former HR Director. The successor to the Defendant refused to take calls from the herein Plaintiff but referred the matter back to Labor Relations instead. Labor Relations scheduled another Meeting but later cancelled for reason that the Labor Relations Director (a Caucasian female) was on paid sick leave.

Plaintiff alleges that the Defendants later constructively denied Plaintiff's request for sick leave on account of the nature and permanence of Plaintiff's disability/illness but allowed similar requests made by Caucasian personnel.

Plaintiff was damaged by all the aforementioned actions taken by the Defendants.

30. Also in October, 2004, after seeing her doctor and beginning long term treatment for her newly diagnosed disability, Plaintiff filed a request for a 12-week combined personal and sick leave of absence with pay to be credited to her accumulated personal and sick leave bank and she attached a copy of her doctor's note to the request per CBA and then-current personnel policies. The request for personal leave was denied for no just cause and HR took no action on the sick leave request. Plaintiff wrote a letter to the Director of HR giving an itemized accounting of her days absent but received no payment of salary and no response to the letter. Plaintiff's access to computerized personnel database was denied and she was unable to retrieve data

relevant to her employment. Approximately 30 days later, during the 90-day stay imposed by the MCAD on Plaintiff, Plaintiff was terminated from her employment.

The above discriminatory actions taken by the Defendants were carried out without Plaintiff's consent and improperly without notice or opportunity for hearing in denial of constitutional due process. Plaintiff alleges that the actions were willful discrimination and intimidation designed to cause her undue stress, to force her to resign from a substantive salary, and to unlawfully deny her the benefits and prestige afforded to an administrative office holder. Plaintiff also alleges that the actions reflect age, race, ethnic, and female gender prejudices.

Plaintiff alleges that the termination was in retaliation for failure to report to an assignment for which she was not qualified and for bringing a complaint against the Defendants. Plaintiff also believes the termination without notice or opportunity to be heard was to avoid liability by refusing to accommodate her disability.

Although Plaintiff was rehired in October 2003, she received no pay until about January, 2004. In March, 2004, she received yet another Notice of Intent to Excess her position. At this time the Headmaster at Plaintiff's assigned school offered her the position of Assistant Headmaster for which she is certified. She accepted the nomination and began to prepare to take over the office of the retiring Assistant Headmaster. However, in June, she received a Notice of Intent to lay her off again. Again she filed a grievance of the layoff notice on the grounds that there was a vacant position for which she was certified and had been nominated to fill. Plaintiff also filed a formal request for assignment to that position in lieu of layoff. On August 31, 2004, Plaintiff went to the Office of Human Resources to pick up a copy of my position assignment. The printout indicated no change in assignment. Again on September 7, 2004, the opening day of school for staff, she went to the Office of Human Resources for a printout of her assignment and personnel status. The printout indicated no change in assignment or status.

Each day thereafter, Plaintiff continued to sign-in as a guidance counselor at Charlestown High School. However, on October 7, 2004, she was approached by two Boston Public Schools process servers who handed her an affidavit and insisted she sign the receipt. Because students were looking on, Plaintiff was extremely embarrassed and intimidated so she hurriedly signed it. Afterwards, she realized it was a notice of an investigation meeting scheduled for the next day, Oct. 8. Plaintiff immediately penned a return request for a rescheduled meeting.
On October 8, Plaintiff was again served by the same process servers with a notice of re-scheduled meeting and a letter directing me to report to a different school for a re-assignment. The reasons for the meeting was stated as "for failure to obey a directive of the Chief Operating

Officer" an allegation of which Plaintiff had no knowledge. The different school was an elementary school to which Plaintiff was allegedly assigned with no prior notice of assignment, no opportunity to review the assignment per contract provisions, and for which she had no training or teaching experience, yet, Caucasian teachers teach out of their certification and in certification areas where Plaintiff is certified and entitled to "bump" them.

COUNT XIII

Fraud and Misrepresentation of Facts

31. Plaintiff's employment status was incorrectly reported to the Treasury Department as "Unassigned"; to Health and Welfare as "Unapproved Absence"; to payroll as "Terminated", to the Retirement Board as "Voluntary termination" and to Plaintiff as "Recall/Excess/Transfer Listed". Each classification served to strategically deny Plaintiff her lawful benefits. In addition, each classification was determined by the Defendants, not by the Plaintiff as required by CBA which requires Plaintiff's signature on personnel transactions such as a voluntary termination.

Plaintiff re-alleges that Defendants' decisions to demote then lay her off, demand that she accept an involuntary reassignment and demotion from high school to elementary school in settlement after her rights were violated and after she rejected the layoff were discriminatory, willful, arbitrary and capricious, an abuse of power and discretion, and not in good faith. In addition, said decision to constructively deny Plaintiff's prepaid benefits was not in accordance with the law, was discriminatory, willful, arbitrary and capricious, an abuse of power and discretion, criminal embezzlement, and not in good faith. The impact of the discriminatory treatment culminated in final incorrect paychecks issued in @ December, 2004 and January, 2005.

COUNT XIV

Refusal to Arbitrate

32. Plaintiff is proceeding Pro Se, not represented by counsel although Plaintiff has tried repeatedly to attain counsel. Plaintiff has petitioned the Defendants for Administrative arbitration and conciliation of the charges. The Defendants have declined. To date, the Defendants have taken no proceedings herein to help resolve or settle this Complaint, nor have the Defendants completely denied the allegations of the Plaintiff in her original Complaint.

It is a well-known fact in education that a layoff and or dismissal of teachers with professional teacher status (PTS) is in violation of Massachusetts General Laws, Chapter 71, section 42 which statute entitles teachers with PTS the right to "bump" any teacher with less seniority in areas where s/he (senior teacher) is currently certified. For @ 25 years, Plaintiff has held certification in teaching, counseling, and administration. However, Human Resources consistently denied her request for alternative assignments in lieu of layoff and unlawfully withheld her wages and benefits and terminated her employment instead. She filed grievances with the Office of Equity, the Boston Teachers' Union, and the Office of Human Resources. Not one of the agencies responded to her grievance claiming to be overwhelmed with grievances.

COUNT XV

Contempt of U. S. District Court Ordered Desegregation and Affirmative Action Guidelines

33. The herein defendant city of Boston School Committee and the Office of Human Resources, et. al. used unfair assignment practices as early as 1979 and before which constructively blocked Plaintiff's and other minorities' economic progress, upward mobility, and all probability of employ-ment with BPS. These same unfair labor practices, without limitation, of involuntary assignment, layoff, and denial of recall rights were imposed on the herein Plaintiff again in years 2003 and 2004 and thereafter.

Prayers for Relief

Wherefore, Plaintiff prays that: 1) this Court judicially review the MCAD/EEOC record on which its decision(s) to uphold the Defendants personnel actions as valid and not discriminatory, and on the review Plaintiff requests that the findings set forth in the record be set aside as contrary to the law and to the evidence and that Defendants' actions against Plaintiff be reversed, and that Plaintiff be granted such other and further relief as Plaintiff is entitled under state and federal laws, including, but not limited to, reinstatement in Plaintiff's position as Group II Guidance Counselor or Assistant Headmaster in Charlestown High School or some other high school in the district; and 2) this Court will set down the plenary issues herein for trial by jury on all matters and issues so triable.

Plaintiff also seeks restoration of Plaintiff to wholeness by: 1) rescinding the notice of layoff and reinstating the Plaintiff to her original employment and status as Group II Guidance Counselor at Charlestown High School in accordance with state and federal laws or, by instating Plaintiff to the alternate position of Acting Assistant Headmaster at Charlestown High School or some other high school in the district, unconditional, effective immediately; or in the alternative;

2) ordering front pay equivalent to Complainant's yearly salary at the time of the unlawful termination multiplied by 5 ½ years; 3) remedying unfair withholding of complainant's salary by ordering a back pay adjustment and accounting for yearly raises calculated at Group II, maximum years, masters' degree plus 30 graduate credits, based on 26 paychecks, from August 31, 2003 retroactive to June 1, 2003; from September 1, 2003 to August 31, 2004; from September 1, 2004 to October 11, 2004; from January 13, 2005 to August 31, 2005; from September 1, 2005 to August 31, 2006; from September 1, 2006 to August 31, 2007; and from September 1, 2007 to current, further adjusted for vacation, snow days, and professional development days with interest at prevailing rates, plus 12 weeks' sick and personal leave from October 12, 2004 to January 12, 2005 to be charged to the City of Boston self-insurer, not to Plaintiff's accrued personal and sick leave bank, doubled for emotional distress caused by willful negligence, plus paid monthly medical benefits until the end of Plaintiff's medical treatment for duration consistent with MGL Chapter 152 up to 500 times her regular salary rate; 5) ordering payroll adjustments to complainant's accumulated sick leave, vacation days, personal days, holidays, and bereavement day(s) from June 30, 2005 retroactive to September 1, 2004 in accordance with the Boston Teachers Union Contract with the Boston School Committee; 6) ordering Plaintiff's reinstatement to her proper place on the Seniority List for Guidance Counselors in Boston Schools; 7) ordering the return of Plaintiff's personal property or adequate compensation therefor; 8) ordering restoration of Plaintiff's health and medical insurance at group rates, prepaid health and welfare benefits, life and disability insurance, employer contributions to Plaintiff's retirement fund, union dues and professional development courses at cost made by the School Department on Plaintiff's behalf retroactive to September 1, 2004; 9) ordering reimbursement to Plaintiff for all related out of pocket expenses to date including Plaintiff's accumulated unpaid sick leave, restitution for unpaid salary and benefits, and other equitable relief; 10) requiring Human Resources to notify all parties of their errors in classification of Plaintiff's employee status; 11) ordering a written apology from the Office of Human Resources to the public and a promise to refrain from engaging in the same or similar discriminatory conduct; 12) instating the requirement for prevention training for Human Resources personnel in relevant unlawful employment discrimination issues as a requirement for retention of their respective positions; 13) ordering the imposition of damages, costs, and fees, if any, to be paid by Defendants to the EEOC and to the Plaintiff; 14) ordering the Magistrate or General Counsel of the Court to draw up a Final Order or Decree to include all remedies outlined herein by the Plaintiff for enforcement by a Court of general jurisdiction, if necessary, and, 15) any other remedy the Court deems just and fair.

The Plaintiff also seeks as relief money damages, declaratory relief, and equitable relief, an accounting of monetary bonuses paid by the Defendant City of Boston to the Defendants Neal and Shurtleff and preliminary relief to obtain the relevant payroll and personnel records of the corporate Defendant and to preserve the Court's ability to fashion effective final relief under the Whistleblower's Act is also sought.

The Plaintiff seeks an order from the Court for the Defendants' contempt of U. S. District Court ordered desegregation and diversity hiring in Boston Public Schools and for their failure to adhere to Court ordered Affirmative Action Plans and to meet minority hiring quotas.

Signed: ____________________ Date 11/19/2007

Affidavit

I, Helen Cameron, Plaintiff in the above action, hereby swear that to the best of my knowledge and belief, the herein complaints and allegations are true and accurate.

Signed ____________________ Date 11/19/2007

CERTIFICATION

I, Helen Cameron, certify that on November 19, 2007, I mailed by first class mail, return receipt requested, a copy of the above complaint to: William Sinnott, Attorney for Boston and Andrea Alves, Attorney for Boston Public Schools Ray Shurtleff and Eddie Neal.

Signed ____________________ Date 11/19/2007

EEOC Form 161 (3/98)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: **Helen Cameron**
37 Park StreetP.O. Box 260672
Mattapan, MA 02126

From: **Boston Area Office**
John F. Kennedy Fed Bldg
Government Ctr, Room 475
Boston, MA 02203

☐ *On behalf of person(s) aggrieved whose identity is CONFIDENTIAL (29 CFR §1601.7(a))*

EEOC Charge No	EEOC Representative	Telephone No.
16C-2005-01639	**Anne R. Giantonio, Intake Supervisor**	**(617) 565-3189**

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- [ ] The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- [ ] Your allegations did not involve a disability as defined by the Americans With Disabilities Act.
- [ ] The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- [ ] Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge
- [ ] Having been given 30 days in which to respond, you failed to provide information, failed to appear or be available for interviews/conferences, or otherwise failed to cooperate to the extent that it was not possible to resolve your charge.
- [ ] While reasonable efforts were made to locate you, we were not able to do so.
- [ ] You were given 30 days to accept a reasonable settlement offer that affords full relief for the harm you alleged.
- [ ] The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- [X] The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- [ ] Other *(briefly state)*

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

SEP 20 2007

Enclosures(s)

Robert L. Sanders,
Area Office Director

(Date Mailed)

cc **BOSTON PUBLIC SCHOOLS**
26 Court Street
Boston, MA 02108